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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA, FRESNO DIVISION

YELLOWCAKE, INC., a California
corporation,

Plaintiff,

v.

HYPHY MUSIC, INC.,

Defendant.

HYPHY MUSIC, INC.,

Cross-Complainant,

v.

YELLOWCAKE, INC.; COLONIZE MEDIA,
INC.; JOSE DAVID HERNANDEZ; and
JESUS CHAVEZ SR.,

Cross-Defendant.

Case No. 1:20-CV-00988-JLT-BAM

**DECLARATION OF WILLIAM H.
LITTLEWOOD IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT**

Date: September 29, 2023

Time: 9:00 a.m.

Crtrm.: 4

The Hon. District Judge Jennifer L. Thurston

I, William H. Littlewood, declare as follows:

1. I am an attorney at law licensed to practice before the Courts of the State of California and before this Court. I am a partner with the law firm of Whitney, Thompson & Jeffcoach LLP, attorneys of record for Counter-Defendant JESUS CHAVEZ, SR. ("Chavez").

2. If called as a witness, I would and could competently testify to all facts stated herein from my personal knowledge except where stated upon information and belief and, as to these matters, I am informed and believe them to be true.

3. On July 26, 2022, my partner, Mandy L. Jeffcoach, attended the deposition of Jose Martinez on behalf of Chavez. True and correct copies of the pertinent excerpts from the deposition of Jose Martinez are attached as **Exhibit “E”** to the Statement of Evidence (“SOE”) filed herewith.

4. On March 31, 2022, I received Counterclaimant's Responses to Counter-Defendants' First Set of Interrogatories. A true and correct copy of Counterclaimant's discovery responses is attached as **Exhibit "F"** to the SOE filed herewith.

5. On March 31, 2022, I received Counterclaimant's Responses to Counter-Defendants' First Set of Requests for Production of Documents. A true and correct copy of Counterclaimant's discovery responses is attached as **Exhibit "G"** to the SOE filed herewith.

6. On December 6, 2022, I attended the deposition of Alfonso Vargas on behalf of Mr. Chavez. True and correct copies of the pertinent excerpts of the transcript are attached as **Exhibit “I”** to the SOE filed herewith.

7. On December 7, 2022, I attended the deposition of Domingo Torres Flores on behalf of Mr. Chavez. True and correct copies of the pertinent excerpts of the transcript are attached as **Exhibit “J”** to the SOE filed herewith.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct and that this Declaration was executed on this 14th day of July, 2023, at Fresno, California.


William H. Littlewood

Exhibit “E”

IN THE UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

YELLOWCAKE, INC.,

Plaintiff,

v.

Case No:

HYPHY MUSIC, INC.,

1:20-CV-00988-DAD-BAM

Defendant.

VIDEOTAPED DEPOSITION OF JOSE MARTINEZ

DATE: Tuesday, July 26, 2022

TIME: 1:02 p.m.

REPORTED BY: Lani Watts, CVR-CM

JOB No.: 11545

Conducted by videoconference via the Remote Legal
platform.



A P P E A R A N C E S

ON BEHALF OF PLAINTIFF:

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MR. THOMAS GRIFFIN, ESQUIRE

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ON BEHALF OF DEFENDANT:

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ON BEHALF OF COUNTERDEFENDANT:

MS. MANDY JEFFCOACH, ESQUIRE

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A P P E A R A N C E S (continued)

ALSO PRESENT:

Susan LaPooh, Notary Public

Kevin Berger, Observer

Jose Hernandez, Counter-Claim Defendant



INDEX

EXAMINATION:	PAGE
By Mr. Berman	11

E X H I B I T S

NO.	DESCRIPTION	PAGE
A	Def/Counterclaimants Responses to Plaintiff/Counterdefendant's First Set of Interrogatories	66
B	Copyright Registrations	91
C	First Amended Counterclaim	104
D	Registrations of Cover Art	132
E	Settlement Agreement	140

R E Q U E S T S F O R P R O D U C T I O N

DESCRIPTION	PAGE	LINE
Name of Accounting Firm	29	24
Check Stubs	51	10
Documents to Determine Number in Interrogatory	69	5



1	R E Q U E S T S F O R P R O D U C T I O N		
2	DESCRIPTION	PAGE	LINE
3	Invoices	70	13
4	Documents Related to Notifications		
5	of Competing Claims	101	18
6	Name and Contact Info of Witnesses	109	23
7	Written Independent Contract		
8	Agreement with Mr. Mendoza	130	4
9	Documents Related to		
10	Correspondence between Hyphy		
11	and The Orchard	157	22



JOSE MARTINEZ - JULY 26, 2022

6

P R O C E E D I N G S

THE DIGITAL REPORTER: Good afternoon.

We are now on the record. Today's date is July 26, 2022, and the time is approximately 1:02 p.m. Eastern Time. My name is Lani Watts, and I'm the officer designated by Remote Legal, 381 Park Avenue South, New York, New York, to take the record of this proceeding.

This is the deposition of Jose Martinez taking in the matter of Yellowcake, Inc., versus Hyphy Music, Inc., Case Number 1:20-CV-00988-DAD-BAM, filed in the United States District Court, Eastern District of California. This deposition is being taken remotely on behalf of the plaintiff and is being conducted pursuant to the procedural rules and laws governing this matter. As such, all parties agree to this means of capturing the record, which may include recording by audio, audiovisual, or stenographic means as if it were done by traditional in person means.

Further, all parties agree that the deposition officer or person administering the oath may be authorized to administer the oath under the rules of the state where they reside. Do all parties so stipulate?

MR. BERMAN: So stipulated.

MR. BEGAKIS: We stipulate.



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JOSE MARTINEZ - JULY 26, 2022

7

1 MR. MARTINEZ: Yes.

2 MS. JEFFCOACH: So stipulated.

3 THE DIGITAL REPORTER: Thank you.

4 And would all counsel please identify
5 themselves for the record, starting with the noticing
6 attorney.

7 MR. BERMAN: Counsel for Plaintiff,
8 Yellowcake, Inc., and Counterdefendants Yellowcake,
9 Inc., Colonize Media, Inc., and Jose David Hernandez,
10 Abrams Fensterman by Seth Berman.

11 MR. BEGAKIS: Good morning. John Begakis
12 appearing on behalf of Defendant and counterclaimant,
13 Hyphy Music.

14 MS. JEFFCOACH: Good morning. Mandy
15 Jeffcoach appearing on behalf of Mr. Chavez.

16 MR. BERGER: Kevin Berger, observer,
17 Plaintiff.

18 THE DIGITAL REPORTER: Thank you.

19 And would the notary please identify
20 themselves for the record.

21 THE NOTARY PUBLIC: Yes. My name is
22 Susan LaPooh, I'm Director of Testimony Capture for
23 Remote Legal and remote online notary.

24 THE DIGITAL REPORTER: Thank you. And as
25 far as observers, I've got Kevin Berger, and will the



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JOSE MARTINEZ - JULY 26, 2022

8

1 other observer, Mr. Griffin, please announce themselves
2 for the record.

3 I guess he's not there.

4 MR. BERMAN: He may be muted.

5 THE DIGITAL REPORTER: Mr. Griffin, can
6 you hear us?

7 He sent a message saying that his video
8 was blocked. Let me make sure he can actually hear us.
9 One moment.

10 (Pause.)

11 THE DIGITAL REPORTER: Mr. Griffin, if
12 you can hear me, at the bottom of your of your screen,
13 there's a more button, and you can click on settings and
14 you can change your mic settings that way; so we can try
15 that.

16 And I know, Mr. Berman, you said he was
17 here just to observe, so if he doesn't need to say
18 anything and he can hear us, and if he's okay with that,
19 that's fine, too.

20 MR. BERMAN: Okay. And for the record,
21 Mr. Griffin is co-counsel to the same parties that I
22 represent.

23 THE DIGITAL REPORTER: Okay. Perfect.

24 And I also see now a Mr. Hernandez.

25 Can you hear us, Mr. Hernandez?



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JOSE MARTINEZ - JULY 26, 2022

9

1 MR. BERMAN: Yeah.

2 THE DIGITAL REPORTER: No. Same thing.

3 I'm sure he can hear us.

4 MR. BERMAN: And for the record, Mr.
5 Hernandez is a -- also a party to the litigation. So
6 he's a counterclaim defendant.

7 THE DIGITAL REPORTER: Okay. Perfect.
8 Thank you.

9 Will the witness read and sign the
10 transcript?

11 MR. MARTINEZ: Jose Martinez, the
12 witness.

13 THE DIGITAL REPORTER: Thank you.

14 MR. BERMAN: I'm okay with a read and
15 sign.

16 Counsel?

17 MR. BEGAKIS: Fine by me.

18 THE DIGITAL REPORTER: Okay. Thank you.

19 And let's see, the notary will now swear
20 in the witness.

21 THE NOTARY PUBLIC: Yes. Mr. Martinez,
22 would you raise your right hand please? Can you state
23 and spell your name for the record?

24 MR. MARTINEZ: Jose, J-O-S-E, Martinez,
25 M-A-R-T-I-N-E-Z.



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JOSE MARTINEZ - JULY 26, 2022

10

1 THE NOTARY PUBLIC: Thank you. Do you
2 swear or affirm the testimony you shall give today in
3 this proceeding will be the truth, the whole truth, and
4 nothing but the truth?

5 MR. MARTINEZ: Yes.

6 WHEREUPON,

7 J O S E M A R T I N E Z
8 having been called as a witness, being duly sworn by the
9 notary public present, testified as follows:

10 THE NOTARY PUBLIC: Thank you. You may
11 put your hand down.

12 THE WITNESS: Thank you.

13 THE DIGITAL REPORTER: Thank you.

14 And, Mr. Berman, you may begin.

15 MR. BERMAN: Thank you.

16 Good morning, Mr. Martinez. My name is
17 Seth Berman. I'm an attorney with the law firm Abrams
18 Fensterman, LLP, and I represent the plaintiff,
19 Yellowcake, Inc., and the counterclaim defendants,
20 Yellowcake, Inc., Colonize Media, Inc., and Jose David
21 Hernandez in the action that was previously referenced
22 by the court reporter, and I'm going to be asking you
23 some questions about the action today.

24 Before we start, I just want to go over
25 some basic ground rules to make the deposition go



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JOSE MARTINEZ - JULY 26, 2022

39

1 A Like I stated prior, I have been working with
2 his son, Jesus Chavez, Jr., and I was invited to his
3 house, to Mr. Chavez, Senior's home. He played a demo
4 of a song in which it was going to feature one of our
5 exclusive artists and he said, "Look, I have one more
6 album to distribute to Morena Music, I will be free
7 after that. The one thing I don't like about Morena is
8 that they did not allow me to record personal corridos,"
9 in other words, pay for songs. And he said, "I kind of
10 need that freedom because they're asking me to record
11 all these cover songs, and essentially I have to take
12 Morena's direction as to what I can record and cannot
13 record, and I would like to have a little bit more
14 flexibility and freedom. Plus my son tells me that you
15 guys pay really good in exchange for rights, and so I'd
16 like to, you know, discuss that further." And it's when
17 we started working on that first album.

18 Q And Mr. Chavez was never an employee of Hyphy
19 Music, correct?

20 A No.

21 Q And in fact, none of the band members were
22 ever employees of Hyphy Music, correct?

23 A No.

24 Q And you never -- or withdraw.

25 There was never any independent contractor

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JOSE MARTINEZ - JULY 26, 2022

40

1 agreement between Hyphy and any of the band members,
2 correct?

3 MR. BEGAKIS: Objection. Asked and
4 answered.

5 MR. BERMAN: No. He did not --

6 MR. BEGAKIS: You asked about a written
7 agreement between him and the band --

8 MR. BERMAN: I asked for an independent
9 contractor agreement. Was there ever an independent
10 contract --

11 MR. BEGAKIS: Objection. Asked and
12 answered.

13 BY MR. BERMAN:

14 Q Was there ever any independent contractor
15 agreements, written independent contractor agreements,
16 between Hyphy Music and any of the band members?

17 MR. BEGAKIS: Objection. Asked and
18 answered.

19 MR. BEGAKIS: Over your counsel's
20 objection, you can answer.

21 THE WITNESS: Not written. However,
22 there was definitely a mutual understanding amongst
23 everybody that there was an exchange of copyrights for
24 the consideration that we were paying.

25 BY MR. BERMAN:



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JOSE MARTINEZ - JULY 26, 2022

125

1 A Yes.

2 Q And would you say that you have some knowledge
3 of the sound recording process?

4 A Yes.

5 Q Okay. So then would you agree with me, sir,
6 based on your prior experience, that a digital sound
7 recording could basically be copied an infinite amount
8 of times without suffering any degradation and sound
9 quality?

10 MR. BEGAKIS: Same objections.

11 THE WITNESS: I believe that the most
12 important piece of the sound recording is the actual
13 master, which holds all the stamps, all the individual
14 tracks. From there, you can -- you can modify that,
15 and, yes, create endless numbers of copies off of the
16 mother master.

17 BY MR. BERMAN:

18 Q Do you have any documents or any -- withdrawn.

19 Do you have any documents in writing that
20 would memorialize any agreement or understanding between
21 Hyphy and the band that Hyphy would own any master
22 recordings as you just described them of the albums?

23 MR. BEGAKIS: Objection. Objection.

24 Asked and answered.

25 MR. BERMAN: Definitely not. But you



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JOSE MARTINEZ - JULY 26, 2022

126

1 could answer.

2 THE WITNESS: I have a general and
3 precise understanding of everyone involved as a
4 contributor, that that was the situation. It was not
5 written, however, the agreement still exists. That was
6 everyone's mutual understanding that Hyphy was to be the
7 owner under a buyout clause, which the band demanded a
8 certain amount of money in exchange for their rights.

9 And we have the check stubs to support
10 it. Every single dollar was issued to the band in
11 exchange for the rights.

12 BY MR. BERMAN:

13 Q Did you ever send any sort of correspondence
14 to Yellowcake demanding the return of any alleged master
15 recordings of the album?

16 A No. But we'd like them back.

17 Q Well, you don't own them, so you're not
18 entitled to them.

19 MR. BEGAKIS: Objection. Argumentative,
20 badgering the witness. Stick with your BS move to
21 strike statements that mean absolutely nothing, Counsel.

22 BY MR. BERMAN:

23 Q Who created the artwork for the four albums
24 that were -- or for the albums that were -- withdrawn.

25 A Marcelino Mendoza.



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Exhibit “F”

1 ALTVIEW LAW GROUP, LLP
2 JOHN M. BEGAKIS CASBN 278681
3 john@altviewlawgroup.com
4 12100 Wilshire Blvd., Suite 800
5 Los Angeles, California 90025
6 Telephone: (310) 230-5580
7 Facsimile: (562) 275-8954

8 *Attorneys for Defendant/Counterclaimant* HYPHY MUSIC, INC.

9 UNITED STATES DISTRICT COURT
10 EASTERN DISTRICT OF CALIFORNIA

11 YELLOWCAKE, INC., California 12 corporation, 13 14 Plaintiff, 15 16 v. 17 HYPHY MUSIC, INC., 18 Defendant.	Case No.: 1:20-cv-00988-DAD-BAM DEFENDANT/COUNTERCLAIMANTS' RESPONSES TO PLAINTIFF/COUNTERDEFENDANTS' FIRST SET OF INTERROGATORIES
18 HYPHY MUSIC, INC., 19 20 Counterclaimant, 21 22 v. 23 YELLOWCAKE, INC.; COLONIZE 24 MEDIA, INC; JOSE DAVID 25 HERNANDEZ; and JESUS CHAVEZ 26 SR, 27 28 Counterdefendants.	

DEFENDANT/COUNTERCLAIMANT'S RESPONSES TO
PLAINTIFFS/COUNTERDEFENDANTS' FIRST SET OF INTERROGATORIES

1 PROPOUNDING PARTY: Plaintiff/Counterdefendants
2 YELLOWCAKE, INC., COLONIZE
3 MEDIA, INC., and JOSE DAVID
4 HERNANDEZ
5 RESPONDING PARTY: Defendant/Counterclaimant
6 HYPHY MUSIC, INC.
7 SET NUMBER: ONE (1)

8 Pursuant to Rule 33 of the Federal Rules of Civil Procedure (“FRCP”),
9 Defendant/Counterclaimant HYPHY MUSIC, INC. (“Responding Party”), hereby
10 respond to Plaintiff/Counterdefendants’ YELLOWCAKE, INC., COLONIZE
11 MEDIA, INC., and JOSE DAVID HERNANDEZ (collectively, “Requesting Party”)
12 First Set of Interrogatories.

13 **PRELIMINARY STATEMENT**

14 Responding Party makes these responses solely for the purpose of this action.
15 Responding Party has not fully completed its investigation of the facts relating to
16 this case, has not completed its discovery, and has not completed its preparation for
17 trial in this matter. Accordingly, all of the responses contained herein are based
18 solely upon information and documents that are presently available to and
19 specifically known to Responding Party. Further discovery and independent
20 investigation may supply additional facts and documents which may, in turn, clarify
21 and add meaning to known facts as well as establish entirely new matters, all of
22 which may lead to substantial additions to, changes in, and variations from the
23 responses set forth herein. The following responses are given without prejudice to
24 Responding Party’s right to produce evidence of any subsequently discovered fact(s)
25 or document(s) that later may be recalled. Accordingly, Responding Party reserves
26 the right to produce at trial all facts, opinions, or documents, the existence of which
27
28

1 are subsequently discovered through investigation, discovery, or otherwise, which
2 support or tend to support its contentions at the time of trial.

3 Any information provided in response to the Interrogatories is subject to any
4 and all objections regarding competence, relevance, materiality, propriety and
5 admissibility. Responding Party reserves these objections and any other objections
6 not stated herein that would require the exclusion of any information, if such
7 information is offered as evidence at any time during this action. Responding Party
8 may interpose these objections at any time prior to and during the trial of this case.
9 Further, attorneys' work product and/or privileged information are not referred to
10 herein. Any disclosure of or reference herein to attorney-client privileged
11 information or attorney work product is inadvertent and does not constitute a waiver
12 such privilege.

13 No incidental or implied admissions are intended by these responses. The
14 fact that Responding Party responds to or objects to an Interrogatory should not be
15 taken as an admission that Responding Party accepts or admits the existence of any
16 facts or legal conclusions assumed or presumed by the Interrogatory. The fact that
17 Responding Party responds to part or all of an Interrogatory is not intended to be,
18 and shall not be, construed as a waiver by Responding Party of any part of any
19 objection to the Interrogatory.

20 **RESPONSES TO SPECIAL INTERROGATORIES**

21 **INTERROGATORY NO. 1:**

22 State whether or not You have ever Exploited any of Yellowcake's
23 Copyrighted Works.

24 **RESPONSE TO INTERROGATORY NO. 1:**

25 Responding Party responds as follows: Responding Party has exploited the
26 relevant Copyrights, of which Responding Party is a co-owner. Additionally,
27
28

discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO. 2:

If the answer to the foregoing interrogatory is in the affirmative, identify: (i) the name of the artist of each sound recording Exploited; (ii) the title of each sound recording Exploited; (iii) the date of each Exploitation; (iv) the nature of each such Exploitation; (v) the identity of any third parties involved in each such Exploitation (including, but not limited to, any digital service providers such as Amazon Music, Spotify, Apple Music, iTunes and YouTube.com (“YouTube”)); (vi) the gross amount of revenue generated from each such Exploitation; (vii) the name of every party that received any revenue generated by each such Exploitation; and (viii) the amount of revenue received by each such party.

RESPONSE TO INTERROGATORY NO. 2:

Responding Party responds as follows:

- (i) Band: Los Originales de San Juan; Members/Co-Owners: Jesus Chavez Sr., who may be contacted through Mandy Jeffcoach, Esq., and
- (ii) Domingo Torres, who may be contacted through counsel for Responding Party
- (iii) Albums: El Campesino; Des de la Cantina de Mi Barrio; Nuestra Historia en Vivo; Corridos de Poca M; and Amigos y Contrarios
- (iv) El Campesino – 5/31/16; Des de la Cantina de Mi Barrio – 3/24/17; Nuestra Historia en Vivo – 3/31/17; Corridos de Poca M – 2/24/15; Amigos y Contrarios – 2/21/13;
- (v) El Campesino – via CD and digital transmission through all available Digital Service Providers (“DSPs”); Des de la Cantina de Mi Barrio – via CD, DVD and digital transmission through all available DSPs; Nuestra Historia en Vivo – via CD, DVD and digital transmission

through all available DSPs; Corridos de Poca M – via CD and digital transmission through all available DSPs; Amigos y Contrarios – via CD and digital transmission through all available DSPs

(vi) See above

(vii) Approximately \$15,000 - \$20,000 per album for each of the three studio album and approximately \$15,000 - \$20,000 for collectively for both live albums

(viii) Responding Party

(ix) See above

Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO. 3:

State whether or not Hyphy ever posted or uploaded a digital transmission and/or video containing any of Yellowcake's Copyrighted Works to online platforms, including, without limitation, Amazon Music, Spotify, Apple Music, iTunes and YouTube.

RESPONSE TO INTERROGATORY NO. 3:

Responding Party responds as follows: Responding Party posted or uploaded the relevant Copyrights, of which Responding Party is a co-owner, via digital transmission through all available DSPs. Responding Party also posted or uploaded videos of Des de la Cantina de Mi Barrio and Nuestra Historia en Vivo. Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO. 4:

If the answer to the foregoing interrogatory is in the affirmative, set forth: (i) the URL for each digital transmission and/or video; (ii) the name of the performing

1 artist and title of the sound recording; and (iii) the gross amount of revenue Hyphy
2 received from the online platform for each digital transmission and/or video.

3 **RESPONSE TO INTERROGATORY NO. 4:**

4 Responding Party responds as follows:

5 (i) There are no existing URLs, as Responding Party has taken down all
6 links solely in the interest of caution during the pendency of this
7 dispute.

8 (ii) El Campesino, Des de la Cantina de Mi Barrio, Nuestra Historia en
9 Vivo, Corridos de Poca M, and Amigos y Contrarios – all performed by
10 Los Originales de San Juan

11 (iii) Approximately \$15,000 - \$20,000 per album for each of the three
12 studio album and approximately \$15,000 - \$20,000 for collectively for
13 both live albums

14 Additionally, discovery is ongoing. As such, Responding Party reserves the
15 right to supplement, amplify or amend its responses to this Interrogatory.

16 **INTERROGATORY NO. 5:**

17 If the answer to Interrogatory No. 1 is in the affirmative, identify the basis
18 upon which Hyphy believes it has, or had, the right to Exploit Yellowcake's
19 Copyrighted Works.

20 **RESPONSE TO INTERROGATORY NO. 5:**

21 Responding Party responds as follows: Responding Party is a co-owner in the
22 sound recordings at issue pursuant to Responding Party's commissioning of such
23 works from Jesus Chavez Sr. and Domingo Torres, who Responding Party fully
24 compensated. Additionally, the two live albums (Des de la Cantina de Mi Barrio and
25 Nuestra Historia en Vivo) were recorded at Responding Party's direction by
26 Pyramid Recording and Jesus Ramirez, who was compensated by Responding Party,
27 videotaped and edited at Responding Party's direction by Marcelino Mendoza, who
28

1 was compensated by Responding Party, and cleaned up at Responding Party's
2 direction by a bass player named Javier Elizondo, who was also compensated by
3 Responding Party, and such recording took place at a venue paid for solely by
4 Responding Party. Additionally, discovery is ongoing. As such, Responding Party
5 reserves the right to supplement, amplify or amend its responses to this
6 Interrogatory.

7 **INTERROGATORY NO. 6:**

8 Identify the parties to, and dates of, any agreements upon which Hyphy has,
9 or had, relied in asserting that it has, or had, the right to Exploit any of Yellowcake's
10 Copyrighted Works.

11 **RESPONSE TO INTERROGATORY NO. 6:**

12 Responding Party responds as follows:

13 (a) El Campesino – recorded on 2/2/16 pursuant to Responding Party's
14 agreement to commission such work from Jesus Chavez, Sr. and Domingo
15 Torres for a full buyout of all rights and an advance of any monies needed
16 for advertising, at Responding Party's direction pursuant to an agreement
17 with Omar Rosales, the studio engineer

18 (b) Corridos de Poca M – recorded on 1/24/15 pursuant to Responding Party's
19 agreement to commission such work from Jesus Chavez, Sr. and Domingo
20 Torres for a full buyout of all rights and an advance of any monies needed
21 for advertising, at Responding Party's direction pursuant to an agreement
22 with Omar Rosales, the studio engineer

23 (c) Amigos y Contrarios – recorded on 1/21/13 pursuant to Responding
24 Party's agreement to commission such work from Jesus Chavez, Sr. and
25 Domingo Torres for a full buyout of all rights and an advance of any
26 monies needed for advertising, at Responding Party's direction pursuant to
27 an agreement with Omar Rosales, the studio engineer
28

(d) Des de la Cantina de Mi Barrio and Nuestra Historia en Vivo – both recorded on 11/23/16 pursuant to Responding Party’s agreement to commission such work from Jesus Chavez, Sr. and Domingo Torres for a full buyout of all rights and an advance of any monies needed for advertising, at Responding Party’s direction by Pyramid Studio pursuant to an agreement with Jesus Ramriez, the sound engineer, and Marcelino Mendoza, the video editor. Such works were also cleaned up at Responding Party’s direction pursuant to an agreement with Javier Elizondo, the bass player.

Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO. 7:

State whether or not Hyphy received any correspondence from Yellowcake, or any third-party purporting to be acting on Yellowcake’s behalf, instructing or directing Hyphy to cease the Exploitation of any of Yellowcake’s Copyrighted Works.

RESPONSE TO INTERROGATORY NO. 7:

Responding Party responds as follows: Not that Responding Party is presently aware. Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO. 8:

If the answer to the foregoing interrogatory is in the affirmative, identify: (i) each Person who sent such correspondence; (ii) each Person who received each such correspondence; (iii) the date of each such correspondence; and (iv) the substance of each such correspondence.

///

///

RESPONSE TO INTERROGATORY NO. 8:

Responding Party responds as follows: N/A. Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO. 9:

Describe the circumstances concerning how Hyphy allegedly commissioned Jesus Chaves Sr. to record the Los Originales Albums as works-for-hire for Hyphy.

RESPONSE TO INTERROGATORY NO. 9:

Responding Party responds as follows: Jesus Chavez Sr. and Domingo Torres were free from a label agreement with Morena Music, Inc., and were therefore looking for a new record label to compensate them to release new works. As such, Chavez and Torres first came to Responding Party in 2013, around the time the first relevant album was recorded. Responding Party agreed to pay Chavez and Torres \$25,000 total per album, as a full buyout of all rights, as well as to advance any monies needed for advertising, for such parties to record and deliver as many albums as they chose. Ultimately, Responding Party paid the following amounts for each album:

(a) El Campesino – \$14,000 in checks and \$11,000 in cash, plus \$5,000 in checks and \$10,000 in cash for promotion

(b) Corridos de Poca M – \$29,500 in checks and \$500 in cash

(c) Amigos y Contrarios – \$20,000 cash

(d) Des de la Cantina de Mi Barrio and Nuestra Historia en Vivo – \$15,500 in checks and \$15,000 in cash, plus \$3,000 for on-site audio mixing and \$1,200 for video production

Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

///

INTERROGATORY NO. 10:

Describe the exact terms of the alleged agreement between Hyphy and Jesus Chavez Sr. concerning the Los Originales Albums.

RESPONSE TO INTERROGATORY NO. 10:

Responding Party responds as follows: Responding Party agreed to pay Chavez and Torres \$25,000 total per album, as a full buyout of all rights, as well as to advance any monies needed for advertising, for such parties to record and deliver as many albums as they chose. Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO. 11:

Set forth whether or not Jesus Chavez Sr. was ever an employee of Hyphy.

RESPONSE TO INTERROGATORY NO. 11:

Responding Party responds as follows: No. Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO. 12:

If the answer to the foregoing interrogatory is in the affirmative, set forth the dates of Jose Chavez Sr.'s alleged employment with Hyphy and the terms thereof.

RESPONSE TO INTERROGATORY NO. 12:

Responding Party responds as follows: N/A. Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO. 13:

Set forth all facts substantiating Hyphy's claim that it is the owner of the Los Originales Albums.

///

RESPONSE TO INTERROGATORY NO. 13:

Responding Party responds as follows: Responding Party is a co-owner in the sound recordings at issue pursuant to Responding Party's commissioning of such works from Jesus Chavez Sr. and Domingo Torres, who Responding Party fully compensated. Additionally, the two live albums (Des de la Cantina de Mi Barrio and Nuestra Historia en Vivo) were recorded at Responding Party's direction by Pyramid Recording and Jesus Ramirez, and videotaped at Responding Party's direction by Marcelino Mendoza, who was compensated by Responding Party, and cleaned up at Responding Party's direction by a bass player named Javier Elizondo, who was also compensated by Responding Party, and such recording took place at a venue paid for solely by Responding Party. Ultimately, Responding Party paid the following amounts for each album:

(e) El Campesino – \$14,000 in checks and \$11,000 in cash, plus \$5,000 in checks and \$10,000 in cash for promotion

(f) Corridos de Poca M – \$29,500 in checks and \$500 in cash

(g) Amigos y Contrarios – \$20,000 cash

(h) Des de la Cantina de Mi Barrio and Nuestra Historia en Vivo – \$15,500 in checks and \$15,000 in cash, plus \$3,000 for on-site audio mixing and \$1,200 for video production

Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO. 14:

Identify all individuals who allegedly provided original authorship to the Los Originales Albums including, but not limited to: (i) the exact nature of the contribution; (ii) when such contribution was made; (iii) where such contribution was made; (iv) the identity and contact information for any witnesses to such contribution; (v) whether such individual was an employee of Hyphy and the dates

1 of any such employment; and (vi) whether such person received any compensation
2 for such contribution and if so, the amount of such compensation.

3 **RESPONSE TO INTERROGATORY NO. 14:**

4 Responding Party responds as follows:

- 5 (i) Jesus Chavez Sr. – singer; Domingo Torres – accordion, backup vocals,
6 and producer; Pyramid Recording and Jesus Ramirez – recording and
7 sound engineer; Marcelino Mendoza – videographer and editor; Omar
8 Rosales – studio engineer; Javier Elizondo – bass player and music
9 producer, who did clean-up work on live album
10 (ii) El Campesino – recorded on 2/2/16; Corridos de Poca M – recorded on
11 1/24/15; Amigos y Contrarios – recorded on 1/21/13; Des de la Cantina
12 de Mi Barrio and Nuestra Historia en Vivo – both recorded on 11/23/16
13 (iii) All three studio albums were recorded at Estudios Rosales in Selma,
14 CA; both live albums were recorded at Aldo’s Nightclub in Fresno, CA
15 (iv) Aldo and Eddie Quintana – owners of Aldo’s Nightclub.
16 (v) Only Marcelino Mendoza, who was an independent contractor from in
17 or about 2013 to in or about 2017 and employee from in or about 2017
18 to in or about 2018.
19 (vi) As an independent contractor and employee, Marcelino Mendoza only
20 received regular monthly compensation pursuant to the terms of his
21 employment, not compensation for any purported “contributions.”

22 Additionally, discovery is ongoing. As such, Responding Party reserves the
23 right to supplement, amplify or amend its responses to this Interrogatory.

24 **INTERROGATORY NO. 15:**

25 Set forth all facts substantiating Hyphy’s claim that it is the owner of the Los
26 Originales Cover Art.

27 ///

RESPONSE TO INTERROGATORY NO. 15:

Responding Party responds as follows: Marcelino Mendoza, who was an independent contractor from in or about 2013 to in or about 2017 and employee from in or about 2017 to in or about 2018, created the cover art for Requesting Party. Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO. 16:

Identify all individuals who allegedly provided original authorship to the Los Originales Cover Art including, but not limited to: (i) the exact nature of the contribution; (ii) when such contribution was made; (iii) where such contribution was made; (iv) the identity and contact information for any witnesses to such contribution; (v) whether such individual was an employee of Hyphy and the dates of any such employment; and (vi) whether such person received any compensation for such contribution and if so, the amount of such compensation.

RESPONSE TO INTERROGATORY NO. 16:

Responding Party responds as follows:

- (i) Marcelino Mendoza designed, and took pictures of all images for, the cover art for all five albums
- (ii) Each album's cover art was designed approximately 20 days prior to the release thereof;
- (iii) Responding Party's Office – 2660 West Shaw Lane, Suite 110, Fresno, CA 93711;
- (iv) None other than the Band members
- (v) Marcelino Mendoza was an independent contractor from in or about 2013 to in or about 2017 and employee from in or about 2017 to in or about 2018

(vi) As an independent contractor and employee, Marcelino Mendoza only received regular monthly compensation pursuant to the terms of his employment, not compensation for any purported “contributions.”

Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

INTERROGATORY NO. 17:

Set forth all facts substantiating any defenses claimed or to be asserted by either Defendant.

RESPONSE TO INTERROGATORY NO. 17:

Responding Party responds as follows: Responding Party is not liable for copyright infringement or any claim related thereto because Responding Party is an equal co-owner in the relevant Copyrights by virtue of its commissioning of such works from Chavez and Torres. Additionally, discovery is ongoing. As such, Responding Party reserves the right to supplement, amplify or amend its responses to this Interrogatory.

DATED: March 31, 2022

ALTVIEW LAW GROUP, LLP

By:



JOHN M. BEGAKIS

*Attorneys for Defendant/Counter-
Claimant HYPHY MUSIC, INC.*

VERIFICATION

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I have read the foregoing **DEFENDANT/COUNTERCLAIMANT'S RESPONSES TO PLAINTIFF/COUNTERDEFENDANTS' FIRST SET OF REQUESTS FOR PRODUCTION** and know its contents.

____ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

X I am X an Officer ____ a partner of Hyphy Music Inc., a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ____ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. X The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

____ I am one of the attorneys for _____, a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on March 29, 2022, at Fresno, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Jose Martinez

Type or Print Name

Signature

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 12100 Wilshire Blvd., Suite 800, Los Angeles, CA 90025.

On March 31, 2022, I served the documents described as:

**DEFENDANT/COUNTERCLAIMANTS' RESPONSES TO
PLAINTIFF/COUNTERDEFENDANTS' FIRST SET OF
INTERROGATORIES**

**DEFENDANT/COUNTERCLAIMANT'S RESPONSES TO
PLAINTIFF/COUNTERDEFENDANTS' FIRST SET OF REQUESTS FOR
PRODUCTION**

on all interested parties in this action by placing _____ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Thomas P. Griffin, Jr., Esq.
HEFNER, STARK & MAROIS, LLP
2150 River Plaza Drive, Suite 450
Sacramento, CA 95833

Seth L. Berman, Esq.
ABRAMS, FENSTERMAN, EISMAN LLP
3 Dakota Drive, Suite 300
Lake Success, NY 11042

[X]: BY MAIL:

As follows: I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepared at Los Angeles, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[X]: (STATE) - I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on March 31, 2022, in Los Angeles, California.

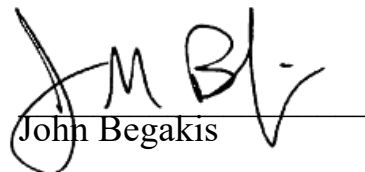

John Begakis

Exhibit “G”

ALTVIEW LAW GROUP, LLP
JOHN M. BEGAKIS CASBN 278681
john@altviewlawgroup.com
12100 Wilshire Blvd., Suite 800
Los Angeles, California 90025
Telephone: (310) 230-5580
Facsimile: (562) 275-8954

Attorneys for Defendant/Counterclaimant HYPHY MUSIC, INC.

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

YELLOWCAKE, INC., California corporation, Plaintiff, v. HYPHY MUSIC, INC., Defendant.	Case No.: 1:20-cv-00988-DAD-BAM DEFENDANT/COUNTERCLAIMANT’S FURTHER SUPPLEMENTAL RESPONSES TO PLAINTIFF/COUNTERDEFENDANTS’ FIRST SET OF REQUESTS FOR PRODUCTION
HYPHY MUSIC, INC., Counterclaimant, v. YELLOWCAKE, INC.; COLONIZE MEDIA, INC; JOSE DAVID HERNANDEZ; and JESUS CHAVEZ SR, Counter-Defendants.	

DEFENDANT/COUNTERCLAIMANT’S FURTHER SUPPLEMENTAL
RESPONSES TO PLAINTIFFS/COUNTERDEFENDANTS’ FIRST SET OF
REQUESTS FOR PRODUCTION

1 PROPOUNDING PARTY: Plaintiff/Counter-Defendants
2 YELLOWCAKE, INC., COLONIZE
3 MEDIA, INC., and JOSE DAVID
4 HERNANDEZ
5 RESPONDING PARTY: Defendant/Counterclaimant
6 HYPHY MUSIC, INC.
7 SET NUMBER: ONE (1)

8 Pursuant to Rule 34 of the Federal Rules of Civil Procedure (“FRCP”),
9 Defendant/Counterclaimant HYPHY MUSIC, INC. (“Responding Party”), hereby
10 provides the following further supplemental responses to Plaintiff/Counter-
11 Defendants’ YELLOWCAKE, INC., COLONIZE MEDIA, INC., and JOSE
12 DAVID HERNANDEZ (collectively, “Requesting Party”) First Set of Requests for
13 Production.

14 **PRELIMINARY STATEMENT**

15 Responding Party makes these responses solely for the purpose of this action.
16 Responding Party has not fully completed its investigation of the facts relating to
17 this case, has not completed its discovery, and has not completed its preparation for
18 trial in this matter. Accordingly, all of the responses contained herein are based
19 solely upon information and documents that are presently available to and
20 specifically known to Responding Party. Further discovery and independent
21 investigation may supply additional facts and documents which may, in turn, clarify
22 and add meaning to known facts as well as establish entirely new matters, all of
23 which may lead to substantial additions to, changes in, and variations from the
24 responses set forth herein. The following responses are given without prejudice to
25 Responding Party’s right to produce evidence of any subsequently discovered fact(s)
26 or document(s) that later may be recalled. Accordingly, Responding Party reserves
27 the right to produce at trial all facts, opinions, or documents, the existence of which

1 are subsequently discovered through investigation, discovery, or otherwise, which
2 support or tend to support its contentions at the time of trial.

3 Any information provided in response to the Requests is subject to any and all
4 objections regarding competence, relevance, materiality, propriety and admissibility.
5 Responding Party reserves these objections and any other objections not stated
6 herein that would require the exclusion of any information, if such information is
7 offered as evidence at any time during this action. Responding Party may interpose
8 these objections at any time prior to and during the trial of this case. Further,
9 attorneys' work product and/or privileged information are not referred to herein.
10 Any disclosure of or reference herein to attorney-client privileged information or
11 attorney work product is inadvertent and does not constitute a waiver such privilege.

12 No incidental or implied admissions are intended by these responses. The
13 fact that Responding Party responds to or objects to a Request should not be taken
14 as an admission that Responding Party accepts or admits the existence of any facts
15 or legal conclusions assumed or presumed by the Request. The fact that Responding
16 Party responds to part or all of a Request is not intended to be, and shall not be,
17 construed as a waiver by Responding Party of any part of any objection to the
18 Request.

19 **FURTHER SUPPLEMENTAL RESPONSES TO REQUESTS FOR**
20 **PRODUCTION**
21 **REQUEST FOR PRODUCTION NO. 29:**

22 Produce all documents that allegedly support Defendant's Counterclaim.

23 **FURTHER SUPPLEMENTAL RESPONSE TO REQUEST FOR**
24 **PRODUCTION NO. 29:**

25 Responding Party will comply with this Request and is producing all
26 documents presently in Responding Party's possession, custody and/or control,
27 identified as: HYPHY000178 - HYPHY000186. Additionally, discovery is ongoing.

1 As such, Responding Party reserves the right to supplement, amplify or amend its
2 responses to this Request.

3
4 DATED: January 18, 2023

ALTVIEW LAW GROUP, LLP

5
6
7 By: 

JOHN M. BEGAKIS

8 *Attorneys for Defendant/Counterclaimant*
9 HYPHY MUSIC, INC.

VERIFICATION

STATE OF CALIFORNIA)
) **ss.**
COUNTY OF LOS ANGELES)

I have read the foregoing **DEFENDANT/COUNTERCLAIMANT'S FURTHER SUPPLEMENTAL RESPONSES TO PLAINTIFF/COUNTERDEFENDANTS' FIRST SET OF REQUESTS FOR PRODUCTION** and know its contents.

____ I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

 X I am X an Officer ____ a partner of Hyphy Music Inc., a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. ____ I am informed and believe and on that ground allege that the matters stated in the foregoing document are true. X The matters stated in the foregoing document are true of my own knowledge, except as to those matters which are stated on information and belief, and as to those matters I believe them to be true.

____ I am one of the attorneys for _____, a party to this action. Such party is absent from the county of aforesaid where such attorneys have their offices, and I make this verification for and on behalf of that party for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on January 18, 2023, at Fresno, California.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Jose Martinez

Type or Print Name

Signature

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 12100 Wilshire Blvd., Suite 800, Los Angeles, CA 90025.

On January 18, 2023, I served the documents described as:

**DEFENDANT/COUNTERCLAIMANT'S FURTHER SUPPLEMENTAL
RESPONSES TO PLAINTIFF/COUNTERDEFENDANTS' FIRST SET OF
REQUESTS FOR PRODUCTION**

on all interested parties in this action by placing _____ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Thomas P. Griffin, Jr., Esq. HEFNER, STARK & MAROIS, LLP 2150 River Plaza Drive, Suite 450 Sacramento, CA 95833 tgriffin@hsmlaw.com	Seth L. Berman, Esq. ABRAMS, FENSTERMAN, EISMAN LLP 3 Dakota Drive, Suite 300 Lake Success, NY 11042 SBerman@abramslaw.com
Mandy L. Jeffcoach, Esq. Bill Littlewood, Esq. WHITNEY, THOMPSON & JEFFCOACH, LLP 970 W. Alluvial Avenue Fresno, CA 93711 Mjeffcoach@wtjlaw.com Blittlewood@wtjlaw.com	Richard Sherman, Esq. Abha Khosla, Esq. SHERMAN LAW GROUP 9454 Wilshire Blvd., Suite 850 Beverly Hills, CA 90212 Richard@shermanlawgroup.com Abhay@shermanlawgroup.com

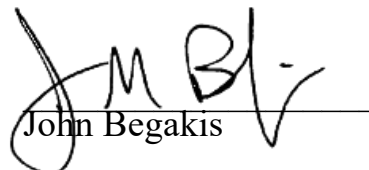
[X]: BY ELECTRONIC MAIL:

As follows: I hereby certify that I served the above-described document on the interested parties in this action by attaching an electronic copy of the document to an email addressed to the parties listed below at their most recent e-mail address of record in this action. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X]: (FEDERAL) – I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

I declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on January 18, 2023, in Los Angeles, California.


John Begakis

PROOF OF SERVICE

Exhibit “I”

In The Matter Of:

*Yellowcake, Inc., a California corportation, v.
Hyphy Music, Inc.,*

*Alfonso Vargas
December 6, 2022*

*Remote Legal
(646) 461-3400*



REMOTE LEGAL
COURT REPORTING

Original File Vargas_A_13845_12622_CERTIFIEDtxt.txt
Min-U-Script® with Word Index

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YELLOWCAKE, INC.,
a California corporation,

Plaintiff,

v.

Case No:

HYPHY MUSIC, INC.,

1:20-CV-00988-DAD-BAM

Defendant.

DEPOSITION

WITNESS: Alfonso Vargas
DATE: Tuesday, December 6, 2022
START TIME: 1:18 p.m.
END TIME: 5:05 p.m.
REPORTER: Shenay Crawford, Digital Reporter
JOB NO.: 13845

1
2
3 ABRAMS, FENSTERMAN, LLP

4 3 Dakota Drive
5 Suite 300

6 Lake Success, New York 11042
7 By: MR. SETH BERMAN, ESQUIRE

8 sberman@abramslaw.com
9 Appearing for Plaintiff

10
11
12 ALTVIEW LAW GROUP

13 12100 Wilshire Boulevard
14 Suite 800

15 Los Angeles, California 90025
16 By: MR. JOHN BEGAKIS, ESQUIRE

17 john@altviewlawgroup.com
18 Appearing for Defendant

19
20
21 WHITNEY THOMPSON & JEFFCOACH LLP

970 West Alluvial Avenue
Fresno, California 93711
By: MR. WILLIAM LITTLEWOOD, ESQUIRE
blittlewood@wtjlaw.com
Appearing for Jesus Chavez, Sr.

ALSO PRESENT:

Robert Molina, Law Clerk for Mr. Berman
Kevin Berger, Principal for Yellowcake
Nhanaxhi Chavez, Interpreter

I N D E X O F T E S T I M O N Y

EXAMINATION OF ALFONSO VARGAS

PAGE

By Mr. Berman

11

By Mr. Begakis

142

By Mr. Littlewood

149

I N D E X O F E X H I B I T S

(available for download)

EXHIBIT	DESCRIPTION	PAGE
A	Signed Agreement	55
B	Certificate of Registration	104

I N D E X O F R E Q U E S T S

DESCRIPTION	PAGE	LINE
Email from Counsel	20	19
Emails with Mr. Martinez and attorneys		
Regarding litigation and deposition	23	11
Band Tax Returns	42	4
Sound Exchange Correspondence	110	24
Recording Agreements	126	21
Personal Tax Returns 2020-Present	141	21
Schedules Related to Tax Returns		
Including K1s	142	1

FEDERAL STIPULATIONS

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties that the presence of the Referee be waived;

IT IS FURTHER STIPULATED AND AGREED that all objections, except as to form, are reserved until the time of trial;

IT IS FURTHER STIPULATED AND AGREED that this deposition may be utilized for all purposes as provided by the Federal Rules of Civil Procedure;

AND FURTHER STIPULATED AND AGREED that all rights provided to all parties by the Federal Rules of Civil Procedure shall not be deemed waived and the appropriate sections of the Federal Rules of Civil Procedure shall be controlling with respect thereto.

FEDERAL REMOTE STIPULATIONS

IT IS HEREBY STIPULATED, by and between the attorneys of record for all parties to the above-entitled action, that:

Pursuant to Rule 30(b)(4) of the Federal Rules of Civil Procedure, this deposition will be conducted by remote videoconference with the oath being administered remotely and a court reporter creating an accurate written record; that, if necessary, the parties agree that each witness can be identified with picture identification;

No attorney, nor any party or witness, shall capture any still photographs, nor record, by video or audio, any part of these deposition proceedings;

Each attorney agrees to instruct their witness that there is to be no communication with anyone outside of the identified and participating group, by chat, text, email, or other means during the deposition;

There shall be no other person in the room with the witness during their deposition;

Any phone or electronic device in the room with a witness shall be identified and not read, referred to, or otherwise used during the witness' deposition, unless agreed to by all counsel on record.

EASTERN DISTRICT OF CALIFORNIA

8

1 P R O C E E D I N G S

2 THE REPORTER: Good afternoon. We're now
3 on the record. Today's date is December 6, 2022, and
4 the time is approximately 1:18 p.m. Eastern Time.

5 My name is Shenay Crawford, and I am the
6 officer designated by Remote Legal at 381 Park Avenue
7 South, New York, New York to take the record of this
8 proceeding

9 This is the deposition of Alonso (sic)
10 Vargas taken in the matter of Yellowcake, Inc., a
11 California corporation v. Hyphy Music, Inc., Case Number
12 1:20-CV-00988-DAD-BAM filed in the United States
13 District Court, Eastern District of California

14 This deposition is being taken remotely
15 on behalf of the plaintiff and is being conducted
16 pursuant to the procedural rules and laws governing this
17 matter. As such, all parties agree to this means of
18 capturing the record, which may include recording my
19 audio, audiovisual or stenographic means as if it were
20 done by traditional in-person means.

21 Further, all parties agree that
22 deposition officer or person administering the oath may
23 be authorized to administer the oath under the rules of
24 the state where they reside.

25 Do parties so stipulate?

EASTERN DISTRICT OF CALIFORNIA

9

1 MR. BERMAN: So stipulated.

2 MR. BEGAKIS: So stipulated.

3 MR. LITTLEWOOD: So stipulated.

4 THE REPORTER: Thank you. Would counsels
5 please identify themselves for the record?

6 MR. BERMAN: Counsel for Plaintiff
7 Yellowcake, Inc., Abrams Fensterman by Seth Berman, 3
8 Dakota Drive, Suite 300, Success, New York, 11042. I'm
9 joined by co-counsel, Thomas P. Griffin.

10 MR. BEGAKIS: And John Begakis on behalf
11 of -- John Begakis for AltView Law Group on behalf of
12 the defendant and counterclaimant Hyphy Music, Inc.

13 MR. LITTLEWOOD: This is William
14 Littlewood of Whitney Thompson & Jeffcoach LLP on behalf
15 of Jesus Chavez, Sr.

16 MR. BERMAN: And also for the record,
17 observing is principal of Plaintiff Yellowcake, Inc.,
18 Kevin Berger; and I also have with me, off camera, is my
19 law clerk, Robert Molina.

20 THE REPORTER: Thank you. Counsel, for
21 the witness, would you like the witness to read and sign
22 the transcript following the deposition?

23 MR. BERMAN: Well, we haven't established
24 whether or not there is an attorney appearing today for
25 Mr. Vargas.

EASTERN DISTRICT OF CALIFORNIA

55

1 MR. BERMAN: Yes, can you please mark it
2 as Plaintiffs Exhibit A.

3 THE REPORTER: I'm sorry, as Plaintiff's?

4 MR. BERMAN: Exhibit A.

5 THE REPORTER: Okay. Will do.

6 (Exhibit A marked for identification.)

7 BY MR. BERMAN:

8 Q Mr. Vargas, is this your signature on the
9 second page of the agreement?

10 A Yeah.

11 Q And did you sign this agreement on March 22nd,
12 2022?

13 A Yeah.

14 Q All right. And where were you when you signed
15 this agreement?

16 A I believe we were here in the offices of
17 Hyphy.

18 Q And who, if anybody else, was in the office at
19 the time that you signed this agreement?

20 A Me, Domingo Torres, and the people here from
21 the office.

22 Q The people in the office you're referring to,
23 who are they?

24 A Jose and his assistant.

25 Q Are you referring to Jose Martinez?

EASTERN DISTRICT OF CALIFORNIA

56

1 A Yes.

2 Q Okay. And what do you understand the purpose
3 of this agreement to be?

4 A Well, I believe this would be the agreement
5 that we -- that you're sharing them -- that -- the deal
6 that we had verbally talked about with the records that
7 were going to be handled by Hyphy and Morena.

8 Q Did you read this agreement before you signed
9 it?

10 A Not all of it. But we -- you know, we talked
11 about it and we knew all the agreements that we had
12 originally done.

13 Q Okay. And were you represented by counsel
14 when you signed this agreement?

15 A No.

16 Q So you -- just to be clear for the record, you
17 never had an attorney read this agreement?

18 A Did I do what?

19 Q You never retained an attorney to read this
20 agreement for you?

21 A No.

22 Q And you never had an attorney explain the
23 agreement to you?

24 A No.

25 Q Okay. And why did you sign this agreement?

EASTERN DISTRICT OF CALIFORNIA

57

1 A Well, because that's when we found out that
2 Jesus Chavez was going -- how should I say it? He was
3 doing stuff that you shouldn't be doing with those
4 records. And there was a -- this ongoing problem
5 because the Hyphy has some of those records. And we
6 came here to ask them if they would support us, to
7 sign -- you know, if we could work a deal to record new
8 albums. You know, since we were going to be working
9 without Jesus Chavez because Jesus Chavez can't sing no
10 more.

11 And we wanted to maybe come to some sort of
12 agreement with new CDs. So when we came here to Hyphy
13 to ask them if they wanted to help us out, you know,
14 with the deal -- recording deal, that's when they told
15 us about all this nonsense is going around right now
16 with Jesus Chavez doing this illegal sales of those
17 records. And we -- going back on our original deals
18 with these records with Morena and Hyphy Music.

19 Q All right. So just to be clear, so you sign
20 this agreement because you came to an understanding with
21 Hyphy Music that you and the band that you perform with
22 would potentially release new music with Hyphy Music?
23 Is that right?

24 MR. BEGAKIS: Objection. Misstates the
25 witness' prior testimony. Assumes facts not in

EASTERN DISTRICT OF CALIFORNIA

58

1 evidence. Vague.

2 MR. BERMAN: Over his objection, you can
3 answer.

4 THE WITNESS: Well, yeah, we came here to
5 ask Hyphy if they would do some sort of deal -- work
6 some sort of deal with us, with our -- you know, we
7 wanted -- we were going to continue working as Los
8 Originales de San Juan. Obviously, Chewy -- Jesus
9 Chavez cannot be in the band because he can't sing. He
10 could -- you know, he's really sick.

11 And so we wanted to continue and we
12 needed a recording company to help us out. So -- so
13 we've been -- we worked with this company before, so we
14 came over here to ask for their support and see if they
15 could help us out. You know, recording some more new
16 albums. And when we came here, then that's when we
17 found out about all this mess.

18 BY MR. BERMAN:

19 Q And then, so Mr. Martinez said that he would
20 help you out if you sign this agreement?

21 A No. He didn't -- he didn't exactly say that.
22 You know, he told me what the problem is. And I said,
23 okay, well, we got to fix this. And so that's why we
24 started all this. You know, part of fixing this right,
25 like it's supposed to be, is for me and Domingo Torres

CERTIFICATE OF NOTARY PUBLIC

State of New York)

County of Bronx)

I hereby certify that on the 6th day of December, 2022, before me, a RON notary public for the State of New York, ALFONSO VARGAS remotely appeared via videoconference, and prior to testifying, swore an oath, to tell the truth.

DATED this 6th day of December, 2022.



Shenay Crawford, Digital Reporter
RON Notary Public, State of New York
Commission No.: 01CR6406178
Commission Expires: March 23, 2024

CERTIFICATE OF REPORTER

I, Shenay Crawford, hereby certify:

That the foregoing proceedings were taken
before me at the time and place therein set forth;

That the proceedings were recorded by me and
thereafter formatted into a full, true, and correct
transcript of same;

I further certify that I am neither counsel
for nor related to any parties to said action, nor in
any way interested in the outcome thereof.

DATED, this 6th day of December, 2022.



Shenay Crawford

Digital Reporter

E R R A T A S H E E T

Witness: Alfonso Vargas
Case Name: YELLOWCAKE, INC., a California corporation
v. MORENA MUSIC, INC., a California corporation;
EDUARDO LEON, d/b/a LONG PLAY MUSIC; and Does 1
through 50, inclusive
Deposition Date: Tuesday, December 6, 2022

PAGE	LINE	CHANGE FROM/TO	REASON FOR CHANGE
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Under penalties of perjury, I declare that I have read the foregoing deposition and hereby affix my signature that same is true and correct, except as noted above.

ALFONSO VARGAS

Date _____

Sworn to before me this _____ day of _____, 20____

Notary Public

Exhibit “J”

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

YELLOWCAKE, INC., a California
Corporation,
Plaintiff,

v.

Case No:

HYPHY MUSIC, INC.,
Defendant.

1:20-CV-00988-DAD-BAM

HYPHY MUSIC, INC.,
Counterclaimant,

v.

YELLOWCAKE, INC, COLONIZE MEDIA,
INC., JOSE DAVID HERNANDEZ,
JESUS CHAVES, SR.,
Counterdefendants.

VIDEOTAPED DEPOSITION OF DOMINGO TORRES FLORES

DATE: Wednesday, December 7, 2022

TIME: 1:14 p.m.

REPORTED BY: Jaime Godinez

JOB No.: 13846

Conducted by videoconference via the Remote Legal
platform



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A P P E A R A N C E S

ON BEHALF OF PLAINTIFF YELLOWCAKE, INC.:

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Abrams Fensterman LLP

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(516) 328-2300

ON BEHALF OF DEFENDANT/COUNTERCLAIMANT HYPHY MUSIC,
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ON BEHALF OF CROSSDEFENDANT JESUS CHAVES, SR.

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(559) 753-2550



A P P E A R A N C E S (cont'd)

ALSO PRESENT:

Nanaxhi Chavez, Interpreter

Alexa Kraft, Notary Public

Magistrate Judge Barbara McAuliffe

Ester Valdez, Law Clerk



INDEX

EXAMINATION:	PAGE
By Mr. Berman	33
By Mr. Begakis	82

E X H I B I T S

NO.	DESCRIPTION	PAGE
A	Written Agreement	55

R E Q U E S T S F O R P R O D U C T I O N

DESCRIPTION	PAGE	LINE
Birth Certificate	78	24



DOMINGO TORRES FLORES - DECEMBER 7, 2022

5

P R O C E E D I N G S

THE DIGITAL REPORTER: Good morning. We are now on the record. Today's date is December 7, 2022, and the time is approximately 1:14 p.m. Eastern.

My name is Jaime Godinez, and I am the officer designated by Remote Legal, 381 Park Avenue South, New York, New York, to take the record of this proceeding.

This is the deposition of Domingo Torres Flores taken in the matter of Yellowcake versus Hyphy, Case Number 1:20-CV-00988-DAD-BAM filed in the United States District Court Eastern District of California. This deposition is being taken remotely on behalf of the plaintiff and is being conducted pursuant to the procedural rules and laws governing this matter. As such, all parties agree to this means of capturing the record, which may include recording by audio, audiovisual, or stenographic means, as if it were done by traditional in-person means.

Further, all parties agree that the deposition officer or person administering the oath may be authorized to administer the oath under the rules of the state where they reside.

Do all parties so stipulate?

MR. BERMAN: So stipulated.



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6

1 MR. BEGAKIS: So stipulated.

2 MR. LITTLEWOOD: So stipulated.

3 THE COURT REPORTER: Thank you so much.

4 And would counsel please identify themselves for the
5 record, starting with the noticing attorney.

6 MR. FENSTERMAN: Counsel for Plaintiff
7 Yellowcake, Inc., Abrams Fensterman by Seth Berman, 3
8 Dakota Drive, Suite 300, Lake Success, New York 11042.

9 MR. BEGAKIS: John Begakis from Altview
10 Law Group on behalf of Defendant/Counter Hyphy Music.

11 MR. LITTLEWOOD: William Littlewood of
12 Whitney, Thompson & Jeffcoach on behalf of cross-
13 defendant Jesus Chaves, Sr. The address is 970 W.
14 Alluvial, A-L-L-U-V-I-A-L, Avenue, Fresno, California
15 93711.

16 THE COURT REPORTER: Okay. Thank you and
17 would the notary please swear in the interpreter and the
18 witness?

19 THE NOTARY PUBLIC: Yes. This is Alexa
20 Kraft with Remote Legal. Ms. Chavez, will you please
21 state your full name for the record?

22 THE INTERPRETER: Nanaxhi Chavez, that's
23 N-A-N-A-X-H-I, last name Chavez, C-H-A-V-E-Z.

24 THE COURT REPORTER: Thank you. Will you
25 please raise your right hand? Do you swear or affirm



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DOMINGO TORRES FLORES - DECEMBER 7, 2022

7

1 that you will accurately, completely, and impartially
2 interpret from English into Spanish and from Spanish
3 into English to the best of your abilities?

4 THE INTERPRETER: Yes.

5 THE NOTARY PUBLIC: I will now swear in
6 the witness. Mr. Torres, will you please state your
7 full name for the record.

8 MR. C. TORRES: Carlos Torres or Domingo,
9 me right?

10 MR. BERMAN: No, Domingo Torres.

11 MR. C. TORRES: Domingo?

12 MR. BERMAN: Ms. Interpreter?

13 THE INTERPRETER: Yes.

14 MR. BERMAN: So let the record reflect,
15 Ms. Interpreter, don't interpret this. Let the record
16 reflect that there is an individual in the room with the
17 witness, Domingo Torres whose name is Carlos Torres.
18 Mr. Carlos Torres, you are not attorney admitted to
19 practice law in the State of California, correct?

20 MR. C. TORRES: Can you say that -- can
21 you repeat it again? I couldn't hear you.

22 MR. BERMAN: You're not an attorney
23 admitted to practice law in the State of California,
24 correct?

25 MR. C. TORRES: I -- I -- that's correct.



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DOMINGO TORRES FLORES - DECEMBER 7, 2022

57

1 A At the bottom, yes.

2 Q Okay. Does he recognize either of these two
3 signatures?

4 A At the bottom, yes.

5 Q Does he recognize -- does he recognize either
6 of the two signatures on the document to be his
7 signature?

8 A Well, it looks like it, you know.

9 Q Okay. Does he recall ever signing this
10 document?

11 A Me? No. I don't remember anymore. No, no,
12 no.

13 Q My question is did he sign this document?

14 A Well, I don't know what it says. How could I
15 sign it?

16 Q The question is yes or no, did he sign this
17 document?

18 A I'm not sure, you know. I'd have to see
19 the -- the signature better.

20 Q Does he recall ever signing any document with
21 Hyphy music as the other party to the document?

22 A Where I give the rights, the masters, that's
23 my part.

24 Q Could you ask him to explain -- okay.
25 Withdrawn.



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DOMINGO TORRES FLORES - DECEMBER 7, 2022

58

1 Do you recall having a meeting with Mr. Vargas
2 and Mr. Martinez at the offices of Hyphy Music in or
3 about March of 2022?

4 A Around then? Yes, no, I don't remember, but
5 maybe, yes. My son's here with me. He's the one who
6 knows. I don't know.

7 Q I'm asking if he knows. He can answer the
8 question.

9 A I didn't hear it.

10 Q Does he recall meeting with Mr. Vargas and Mr.
11 Martinez at the offices of Hyphy Music in or about March
12 22, 2022?

13 A I don't remember. My son -- my son's the one
14 who knows.

15 Q Tell him again I'm not asking what his son
16 knows. I'm asking what he remembers. He doesn't
17 remember there was such a meeting?

18 A Yes. We've had meetings, but I don't know the
19 date.

20 Q And what were the meetings about?

21 A I don't remember.

22 Q Okay. Who was at these meetings?

23 A Well, perhaps it would have been my son
24 because he's the only one who goes with me.

25 Q Was Mr. Vargas at any of these meetings?



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DOMINGO TORRES FLORES - DECEMBER 7, 2022

60

1 to him -- withdrawn.

2 Did he ever have anybody translate this
3 agreement for him?

4 THE INTERPRETER: Sorry, Counselor, just
5 because I have to translate every -- I want to make sure
6 we're not getting confused. You're speaking to him,
7 correct? Like you? Just because if I translate him --

8 MR. BERMAN: Yeah. Did anybody ever --

9 THE INTERPRETER: Yeah. Thank you.

10 BY MR. BERMAN:

11 Q Did anybody ever translate this document for
12 you?

13 A This one right here? No. Well, it's just
14 that my son takes care of everything. He takes care of
15 everything. I just sign and that's it. He does
16 everything.

17 Q Okay. Does he recall recording an album for
18 the band called El Campesino?

19 A Of course I do, by the Originales de San Juan.

20 Q All right. Did he preform on that -- the
21 recording of that album?

22 MR. BEGAKIS: Objection. Vague.

23 THE INTERPRETER: Again, he is Mr.
24 Torres, correct? Not --

25 MR. BERMAN: Mr. Torres, yes.



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90

1 ordering a copy. Thank you.

2 THE COURT REPORTER: Ordering copy.

3 Okay. The time is now 4:46 p.m. Eastern
4 and we're off the record.

5 (Proceedings concluded at 4:46 p.m.)

6 * * * * *

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DOMINGO TORRES FLORES - DECEMBER 7, 2022

91

CERTIFICATE OF NOTARY PUBLIC

State of Arizona)

County of Maricopa)

I hereby certify that on the 7th day of DECEMBER
2022 before me, a notary public for the State of
Arizona, DOMINGO TORRES FLORES remotely appeared via
videoconference, and prior to testifying, swore an oath
to tell the truth.

DATED this 7th day of DECEMBER 2022.



Alexa Kraft

Notary Public, State of Arizona

Commission No.: 610827

Commission Expiration: 9/30/2025



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DOMINGO TORRES FLORES - DECEMBER 7, 2022

92

CERTIFICATE OF REPORTER

I, Jaime Godinez, Digital Reporter certify:

That the foregoing proceedings were taken before me
at the time and place therein set forth.

That the testimony of the witness and all
objections made at the time of the examination were
electronically recorded by me and thereafter
transcribed;

That the foregoing is a true and correct transcript
of my electronic recording;

And I further certify that I am not a relative or
employee of any attorney, or of any party, nor
financially interested in the action.

DATED this 7th day of DECEMBER 2022.

Jaime Godinez

Jaime Godinez, CER-1260

Digital Reporter



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